

APPLICATION #

UTAH DEPARTMENT OF
COMMUNITY
AND CULTURE

UTAH STATE LIBRARY DIVISION

Capital Facilities Grant Application

Section I: General Application Information

ORGANIZATION

Mt Pleasant Public Library

FEDERAL ID #**PROJECT CONTACT** (name and title)

Laurie Hansen: Library Director

ADDRESS

24 East Main

CITY

Mt Pleasant, UT 84647

STATE**ZIP****PHONE**

(435) 462-3340

FAX (435) -462-9115**E-MAIL**

lauriemplibrary@gmail.com

PROJECT START DATE:

November 2009

PROJECT END DATE:

March 2010

PROJECT TITLE (In less than ten words)

Mt Pleasant Public Library Renovation and Historic Preservation

MAIN GOALS (State your goals in one or two sentences)

This rehabilitation will allow the library to continue and improve its outstanding service to the community and will ensure the preservation of an important historic landmark for future generations. Specifically, we are addressing ADA compliance, meeting modern criteria for health and life safety as defined in current building codes, replacing outdated and inefficient plumbing, HVAC and electrical systems and replacing or refurbishing fixed equipment, such as shelving and the circulation desk to provide a welcoming and efficient environment to continue to draw our patrons to the library.

FUNDING SOURCES (From complete detailed budget page)

Grant Request

\$238,000.00

Other Funding Sources (Grants, Private Donations, Public Donations)

\$160,000.00

TOTAL BUDGET

398,000.00

NAME OF EXECUTIVE OFFICER (please print or type)

TITLE Library Director

Laurie Hansen

SIGNATURE

DATE

9-21-09

Section II: Proposed Scope of Work (attach additional sheets as needed)

PROJECT DESCRIPTION AND EXPECTED RESULTS (Each application should state clearly what is proposed, why it is to be undertaken, what the expected results will be, and what the public benefit will be.)

Overall, the proposed rehabilitation of the Mt Pleasant Public Library will allow the Library to continue and improve its outstanding service to the community, and will assure the preservation of an important historic landmark for future generations. The library will not long be able to provide the same level of service in a deteriorating facility, and the cost the cost the rehabilitate the building is easily justified by the Library's success and importance to the community.

Scope of work:

- Provide full access for library for Library patrons with disabilities
- Meet modern criteria for health and life safety as defined in current building codes
- Address deteriorating conditions
- Replace outdated or otherwise deficient plumbing, HVAC and electrical systems
- Replace or refurbish fixed equipment such as circulation desk and shelving
- Provide fully modern technical facilities for computer use and internet access

More specifically, the detailed plan of action is as follows:

- Investigate/mitigate hazardous materials
- Selective demolition
- Refurbish misc. casework, standing and running trim, etc.
- Misc wood framing (restrooms, mechanical)
- Install new circulation desk

Replace carpet

- Repaint interior & finish wood trim
- Repair plaster & drywall
- Renovate restroom finishes
- Replace HAVC
- Repair and upgrade plumbing
- Repair and upgrade electrical power and lighting

The public benefit falls under several catagories. Direct benefit will fall to the patrons as they simply will be able to continue to use the library as a source of personal and community enlightenment, as well as a source for personal, academic and business research and a place to access technology services. Without these renovations, ongoing use of the building will not be possible. In addition, preservation of this building represents an honor we pay to our heritage, and respecting a building that represents our historic ties tells the community that we share the values and goals of the surrounding community. That translates to increased patron support, resulting in budget allocations from different sources, directly benefiting the library users in additional services.

PARTNERSHIPS (Please list community supporters, funding agents, sponsorships, strategic alliances; applicants may attach up to five Letters of Support.)

Support is received from the following entities:

- George S. and Dolores Dore Eccles Foundation
- United States Department of Agriculture
- Utah State Historical Society: Department of Community and Culture
- CLG
- Supplemental
- Mt. Pleasant Public Library budget
- Library Board of Trustees
- Friends of the Library
- North Sanpete School District
- Sanpete County CLG
- Mt Pleasant CLG
- Highway 89 Historic Highway
- National Trust for Historic Preservation

PLAN OF WORK (Outline your plan of work, include what steps are planned with specific dates and activities. Include beginning date, completion date, and source of operation and maintenance funding.)

This project is scheduled to start in November of 2009 and be completed in March of 2010.

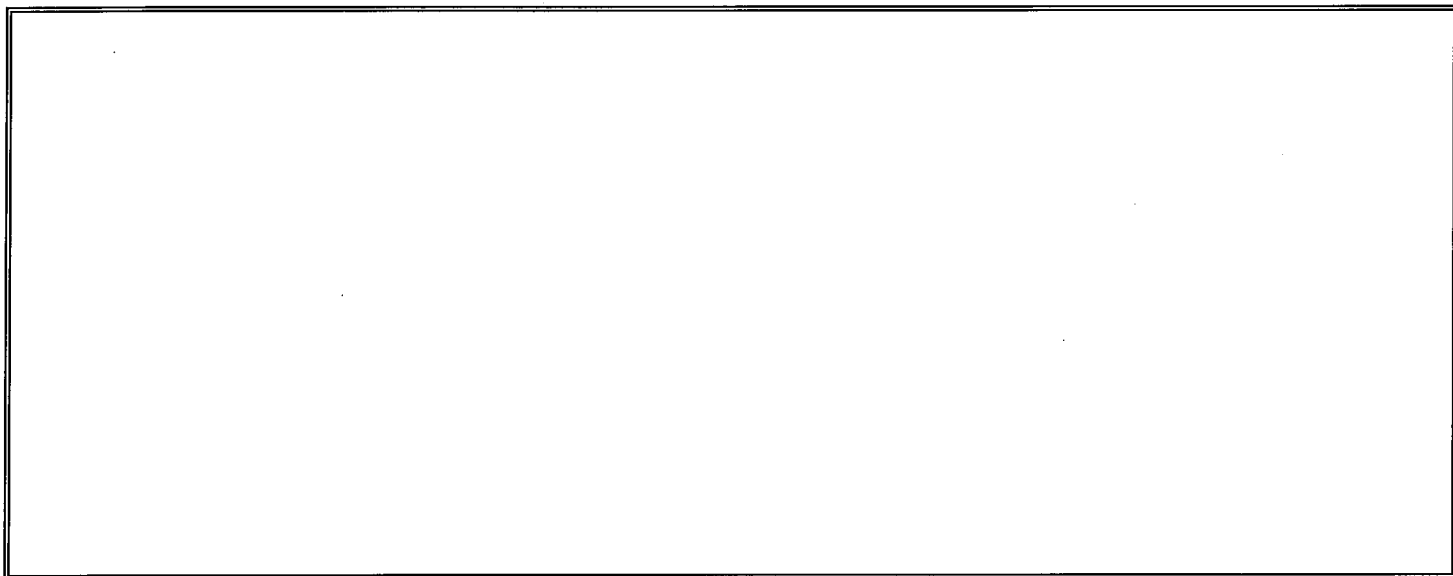
The specific projects to be completed are: Please see attached expense breakdown

Please see attached

Architectural evaluation: completed

Project out to bidders: September 2009 Source of operation and maintenance funding

Local Government and levy tax



Section III: Project Budget

PROJECT EXPENDITURE OF CASH OR THE VALUE OF IN-KIND SERVICES	Grant funds	Cash match	In-kind match	Total
Materials and equipment (itemize)				
Capital improvements (itemize)				
<ul style="list-style-type: none"> • Investigate/mitigate hazardous materials • Selective demolition • Replace concrete entrance steps and porches • Restore and clean masonry • Repair and replace exterior stair guards and handrails • Refurbish misc. casework, standing and running trim, etc. • Misc wood framing (restrooms, mechanical) • Install new circulation desk • Repair roof flashing, trim, gutters and downspouts • Refurbish exterior windows • Refurbish exterior windows – oversize • Replace exterior doors and hardware • Replace interior doors and hardware • Replace carpet • Repaint exterior • Repaint interior & finish wood trim • Repair plaster & drywall • Renovate restroom finishes • Replace HAVC • Repair and upgrade plumbing • Repair and upgrade electrical power and lighting 				
Supplies				

Personnel - labor, volunteer, contracted, professional and technical service				
Other expenses				
TOTALS Please see attached expense sheet.				

FUNDING SOURCES (From complete detailed budget page)		
Grant Request		\$238,000
Other Funding Sources- specify type and source (grants, private donations, public donations)		\$160,000
TOTAL BUDGET		\$398,000
Recommended Attachments:		
<input type="checkbox"/> Organizational Chart <input type="checkbox"/> List of Board of Directors/Advisory Board <input type="checkbox"/> Statement of Organization's Financial Solvency <input type="checkbox"/> Detailed Cost Estimates for Project		<input type="checkbox"/> Architectural Renderings <input type="checkbox"/> ADA Access Plan <input type="checkbox"/> Long-term Operation and Maintenance Plan

For questions contact Division Capital Grant coordinator: Dr. Steve Matthews at; smatthews@utah.gov or 801-715-6722.

Submit Completed Applications to:

**Director, Utah State Library Division
250 North 1950 West, Suite A
Salt Lake City, UT 84116-7901**



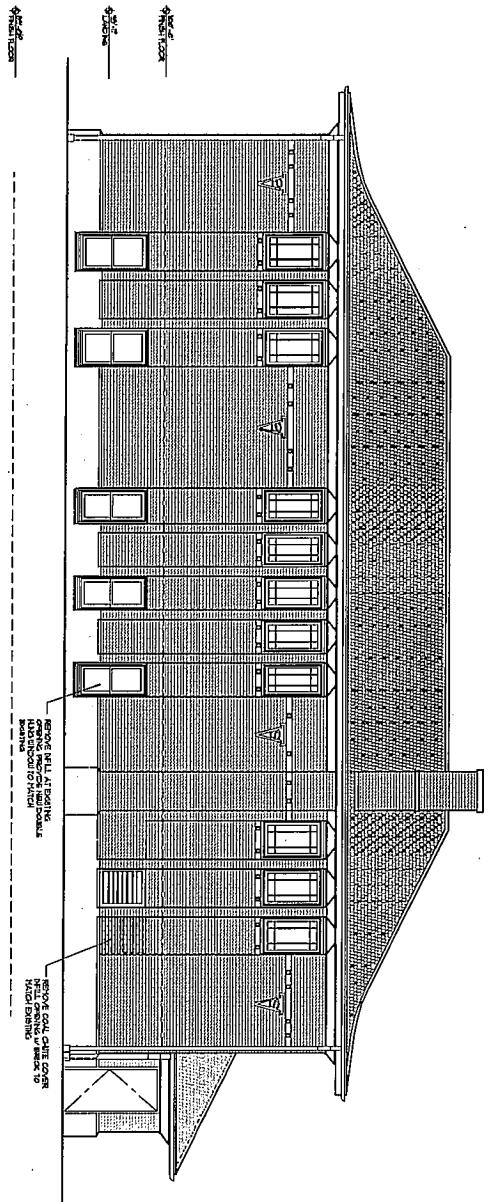
Mt. Pleasant Library Rehabilitation
24 East Main Street
Mt. Pleasant, Utah

Rev. A. HUNT
ARCHITECT
1000 WEST 1000 SOUTH, SUITE 100
MOUNTAIN VIEW, UTAH 84040
PHONE: (435) 255-1111
FAX: (435) 255-1112
WWW.HUNTARCHITECT.COM
ARCHITECTS: JAMES HUNT, JEFFREY HUNT, JENNIFER HUNT
ARCHITECTS: JAMES HUNT, JEFFREY HUNT, JENNIFER HUNT

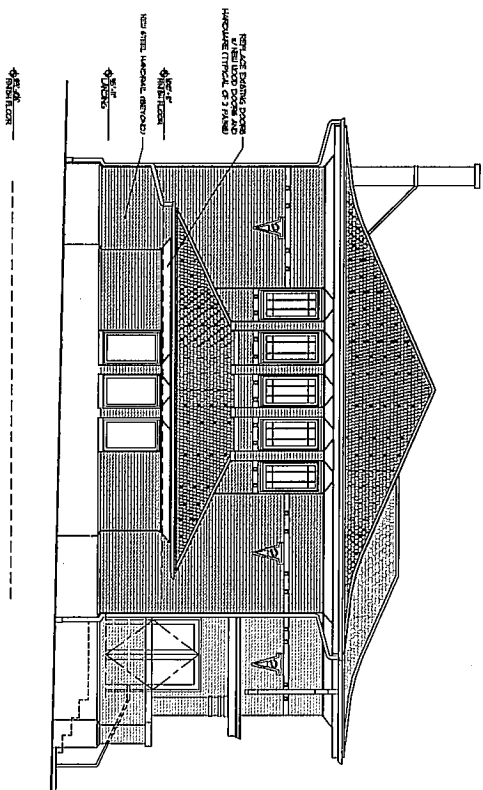
EXTERIOR
ELEVATIONS

NO.	DATE	DESCRIPTION
1	12/15/2017	SD2.2
2		
3		
4		
5		
6		
7		
8		
9		
10		

SD2.2



C2 East Elevation
SD2.1 1/4" = 1'-0"



A3 North Elevation
SD2.1 1/4" = 1'-0"



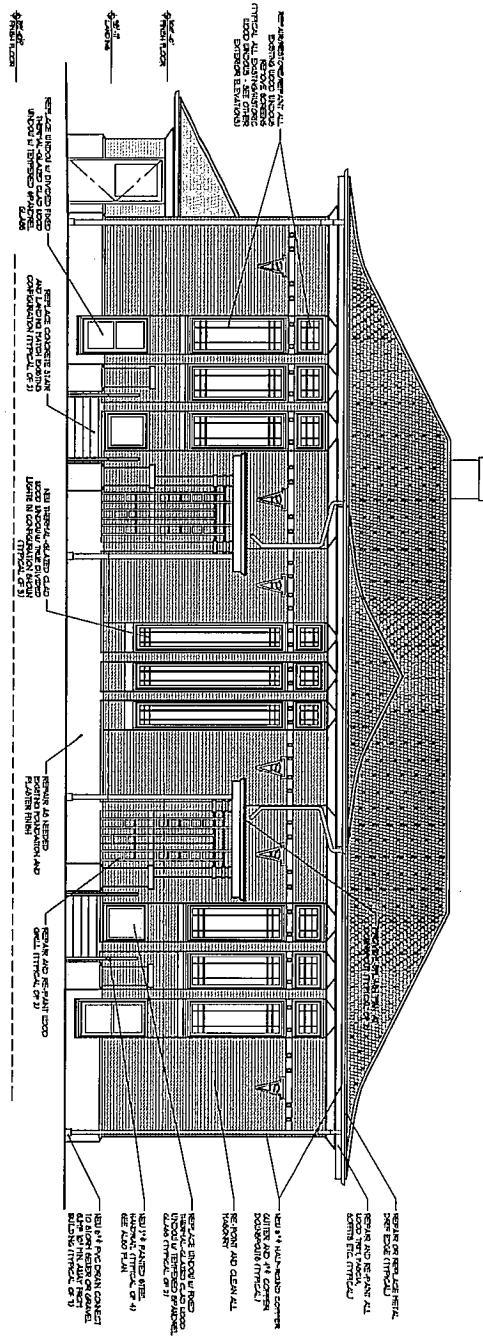
Mt. Pleasant Library Rehabilitation
24 East Main Street
Mt. Pleasant, Utah

BY: A. HART
DATE: 12/31/2024
PROJECT: MT. PLEASANT LIBRARY REHABILITATION
DRAWING: EXTERIOR ELEVATIONS
SHEET: SD2.1

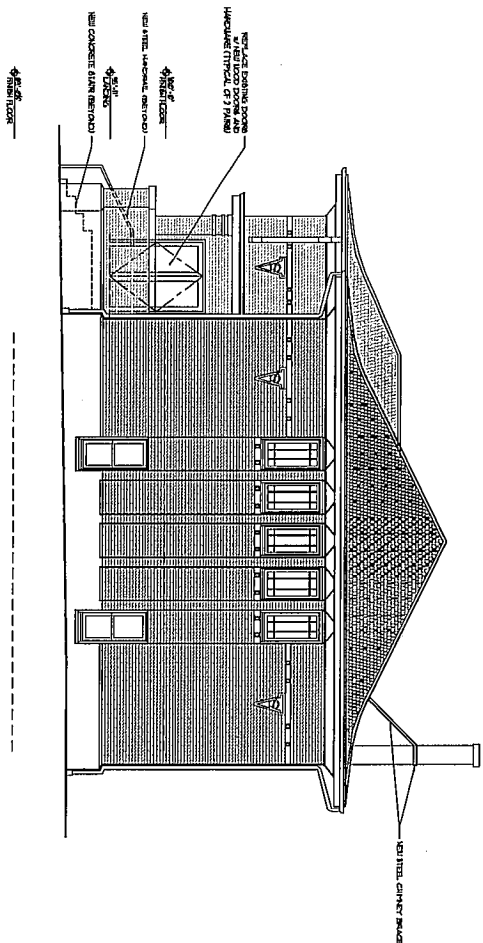
EXTERIOR
ELEVATIONS

NO.	DATE	DESCRIPTION

SD2.1



C2 West Elevation
SD2.1 1/4\"/>



A3 South Elevation
SD2.1 1/4\"/>



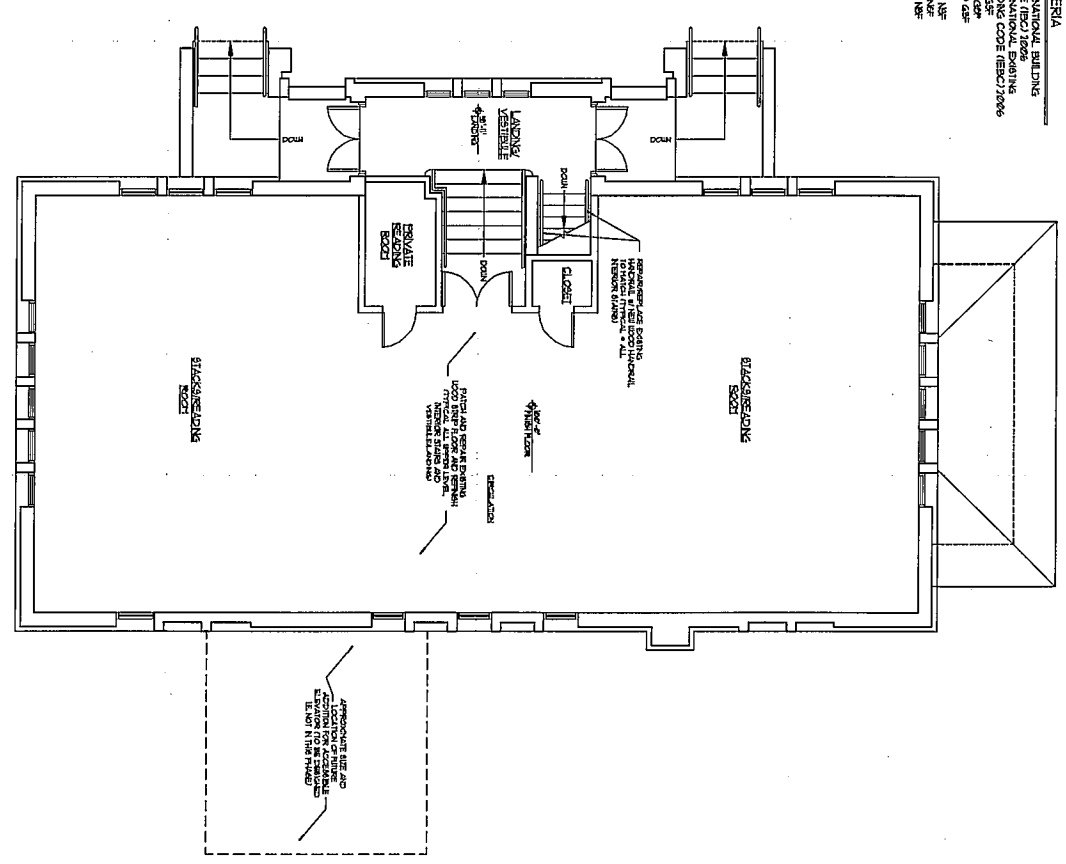
Mt. Pleasant Library Rehabilitation
24 East Main Street
Mt. Pleasant, Utah

NOT A PART OF PERMIT
THIS DOCUMENT IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
Architect: [Signature] • David L. Smith

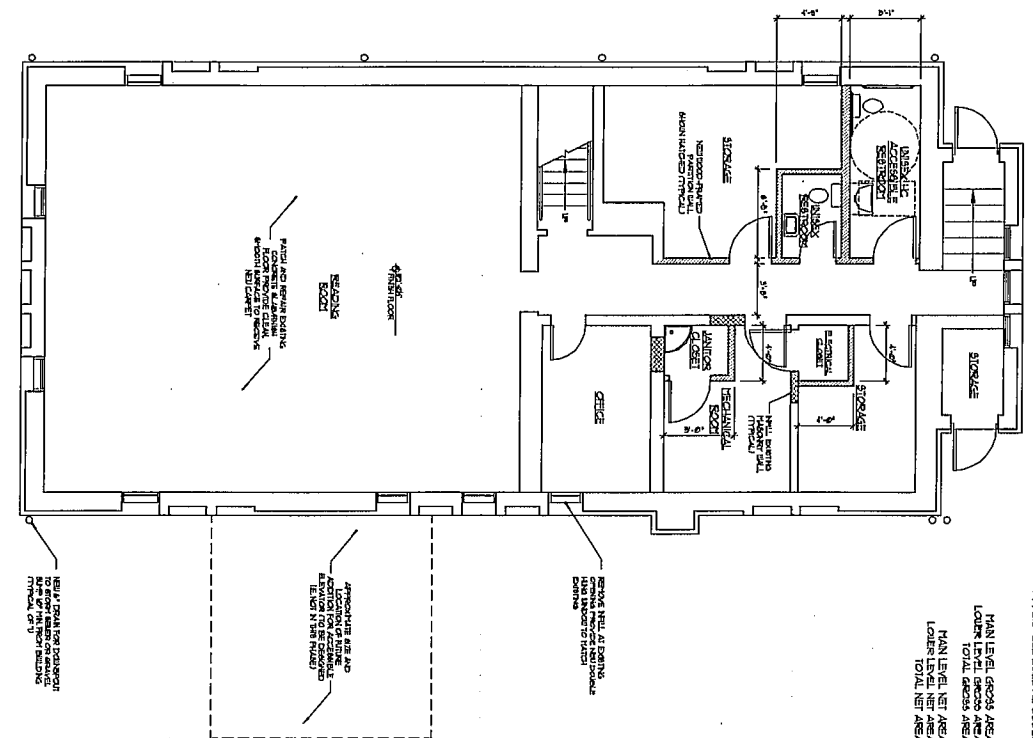
FLOOR PLANS

NO.	DATE	REVISION
1	12/15/11	ISSUED FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		
10		

SD1.1



A3 Main Level Plan
SD1.1
12/15/11



A3 Lower Level Plan
SD1.1
12/15/11

PROJECT CRITERIA
APPLICABLE BUILDING CODES: INTERNATIONAL BUILDING CODE (IBC) 2006
MINIMUM LEVEL AREA: 1,200 SQ. FT.
LOWER LEVEL AREA: 1,200 SQ. FT.
TOTAL LOWER AREA: 1,200 SQ. FT.
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LOWER LEVEL AREA: 1,200 SQ. FT.
TOTAL LOWER AREA: 1,200 SQ. FT.

Section III: Project Budget

PROJECT EXPENDITURE OF CASH OR THE VALUE OF IN-KIND SERVICES	Grant funds	Cash match	In-kind match	Total
Materials and equipment (itemize)	N/A	N/A	N/A	N/A
Capital improvements (itemize)	Capital Improvements are described below, including unit costs and total project costs for the proposed work.			

Description	Units	Unit Cost	Qty.	Extension
Exterior				
Selective Demolition	Sum	1,500	1.00	\$1,500
New elevator enclosure (3 stops, 2 stories)				
Provide openings in existing wall	Sum	1,200	1	\$1,200
New wood-framed enclosure	SF	70	400	\$28,000
Replace concrete walks and stairs	Sum	3,000	1	\$3,000
Regrade and resurface parking at entrance	Sum	1,200	1.00	\$1,200
Repair roof flashing and trim	LF	4.75	300	\$1,425
Provide new GI raingutters and downspouts	LF	3.75	425	\$1,594
Masonry cleaning and restoration	SF	3.65	3,725	\$13,596
Repair windows; install insulating glass				
Small wood fixed	Ea	200	9	\$1,800
Medium wood fixed	Ea	350	24	\$8,400
Large wood fixed	Ea	600	9	\$5,400
Wood double hung	Ea	450	8	\$3,600
Repair exterior doors and frames				
Wood entrance door pairs	Ea	1,200	2	\$2,400
Glazed hollow metal	Ea	350	1	\$350
Repair and paint wood trim	Sum	7,500	1	\$7,500
Interior				
Repair and refinish shelving	Sum	9,000	1	\$9,000

Wood framing, drywall and trim	Sum	3,500	1	\$3,500
New main level circulation desk	Ea	25,000	1	\$25,000
New lower level circulation desk	Ea	15,000	1	\$15,000
Miscellaneous repair plaster, trim, etc.	Sum	8,000	1	\$8,000
Replace carpet, lower level	SY	28	180	\$5,040
Refinish wood floor, upper level and vestibule	SF	3	2,000	\$6,000
New restroom finishes and fixtures	Sum	1,200	1	\$1,200
Repair interior glazed doors and hardware	Ea	200	4	\$800
Replace interior doors and hardware	Ea	275	5	\$1,375
New elevator: 2,000 lb, 3 stops, 2 openings	Sum	65,000	1	\$65,000
New plumbing and sewer for restrooms	Ea	2,500	2	\$5,000
New HVAC system w/ ducts and controls	Sum	40,000	1	\$40,000
New electrical service, distribution and wiring	Sum	25,000	1	\$25,000
New lighting and controls	Sum	12,000	1	\$12,000

Subtotal **\$302,880**

General Conditions 10% \$30,288

Permits, fees 1.5% \$4,543

Contractor's overhead and profit 10% \$30,288

Estimated design fees (architectural) \$30,000

Total Estimated Project Cost **\$397,999**

FUNDING SOURCES (From complete detailed budget page)	
Grant Request	\$238,000
Other Funding Sources- specify type and source (grants, private donations, public donations)	\$160,000
TOTAL BUDGET	\$398,000
Recommended Attachments:	
<input type="checkbox"/> Organizational Chart <input type="checkbox"/> List of Board of Directors/Advisory Board	<input type="checkbox"/> Architectural Renderings <input type="checkbox"/> ADA Access Plan

Statement of Organization's Financial Solvency Detailed Cost Estimates for Project	Long-term Operation and Maintenance Plan
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For questions contact Division Capital Grant coordinator: Dr. Steve Matthews at;
smatthews@utah.gov or 801-715-6722.

Submit Completed Applications to:

**Director, Utah State Library Division
250 North 1950 West, Suite A
Salt Lake City, UT 84116-7901**



STATE OF UTAH

GARY R. HERBERT
Governor

DEPARTMENT OF COMMUNITY AND CULTURE

Palmer DePaulis
Executive Director

STATE LIBRARY DIVISION

Donna Jones Morris
Division Director/State Librarian

September 2, 2009

TO: Laurie Hansen
Director, Mount Pleasant Public Library
24 E. Main St.
Mount Pleasant, Utah 84647-1429

SUBJECT: Implementation of Utah HB 236, DCC Capital Development Grants

Utah State Library Board is accepting applications from Utah libraries to include on the prioritized list to the Governor and the Legislature. **The application deadline for this initial grant process is 6:00pm September 21, 2009.** The Rule and the Capital Facilities Grant Application Form are both available at the USL website at: <http://library.utah.gov/grants/capfacilities/index.html>.

The Utah State Library Board has approved the Administrative Rule R-223-3 Community and Culture, Library. This Rule implements HB 236, passed during the 2009 Utah legislative session, that revised Section 9-7-205(2)a, UCA, requiring the Utah State Library Board to "... prepare and submit a request to the governor and the Legislature for prioritized capital facilities grants to be awarded to eligible libraries" Recognizing the short deadline involved in preparing the application form, I strongly encourage you to submit an application for your library's capital projects for two reasons. First, the Utah library community has significant requirements for capital project funding that can be brought to the attention of the Legislature. Second, USL needs your assistance in "testing" the application process to ensure that we are both fulfilling the law, and serving our library community in the most efficient way.

If you have questions regarding the Rule, the Application Form, or the application process, contact Dr. Steve Matthews, USL Coordinator, at: 801-715-6722 or smatthews@utah.gov. USL is extremely interested in applicants' feedback concerning this grant application process, and what improvements might be made for next year.

Best regards,

Donna Jones Morris
State Librarian/Division Director





State of Utah

GARY R. HERBERT
Governor

Department of Community and Culture

PALMER DePAULIS
Executive Director

State History

PHILIP F. NOTARIANNI
Division Director

September 15, 2009

Monte Bona
Mt. Pleasant CLG
115 W. Main Street
Mt. Pleasant UT 84647

Dear Monte:

Enclosed are three copies of the contract amendment form with which the Utah State History continues the contract agreement with Mt. Pleasant CLG. The amount of the contract remains the same at \$5,000. The "Attachment B, Scope of Work" has been changed.

I need to get the appropriate signature and title under "contractor" on each of the contracts.

Return all three signed copies of the contract amendment agreement as soon as possible and we will obtain the rest of the signatures required and return a copy of the contract to you. (This usually takes 6-8 weeks.) If you have any questions, call me at (801)533-3537, or e-mail me at ddahl@utah.gov.

Sincerely,

Debbie Pino Dahl
Grants Manager

**THE STATE
OF UTAH
HISTORY**

UTAH STATE HISTORICAL SOCIETY
ANTIQUITIES
HISTORIC PRESERVATION
RESEARCH CENTER & COLLECTIONS

300 S. RIO GRANDE STREET, SALT LAKE CITY, UT 84101 • (801) 533-3500 • FACSIMILE (801) 533-3567 • HISTORY.UTAH.GOV

GEORGE S. AND DOLORES DORÉ ECCLES F O U N D A T I O N

Report Form: *Last Dollar* Grant

Deadline to submit this report: October 31, 2009

Organization: Mt. Pleasant City
Grant: \$75,000 *last dollar*
Designation: To renovate and update the historic, 1917 Mt. Pleasant City Library
Date awarded: October 8, 2008
Requirements: Raise \$121,084 from other public/ private sources to qualify for grant
Deadline: October 31, 2009

Please complete the following and provide attachments as indicated:

1. Project Budget

- ☐ Project budget is unchanged since the Foundation's grant was awarded.
☐ Project budget has changed. Current total budget is: \$ _____
(Please attach a copy of the new budget.)

Note: Significant budget increases or decreases may affect this grant; please notify the Foundation immediately regarding any changes.

2. Funding

Total raised to qualify for this *last dollar* grant: \$ _____
Please attach a list of contributions received or pledged (firm/written pledges only),
including donors and amounts contributed or pledged.

3. Time-line

- ☐ For construction/renovation projects:
Date construction/renovation to begin: _____
Expected completion date: _____
☐ For other programs and initiatives:
Date to be launched: _____

4. Progress to Date

Please provide any other information regarding the scope or progress of this project,
particularly if there have been changes since this *last dollar* grant was awarded.

Submitted by:

Name

Title

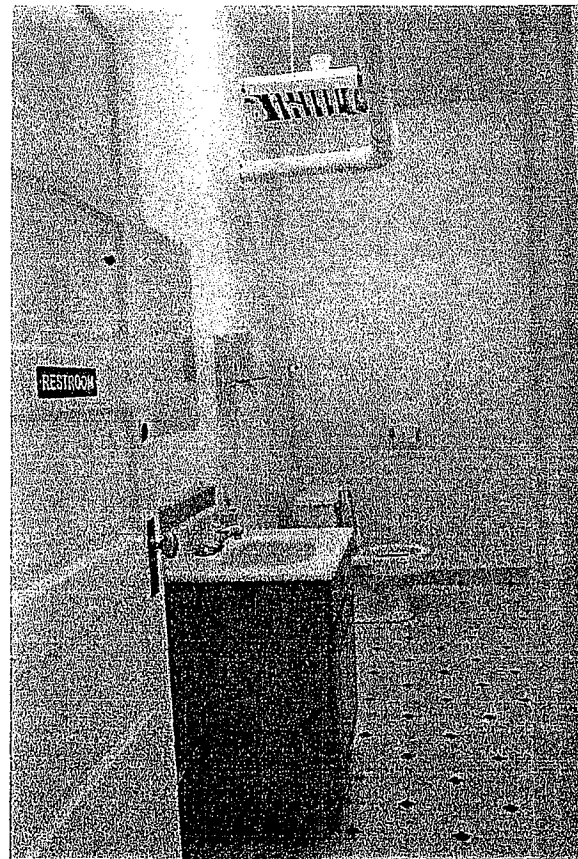
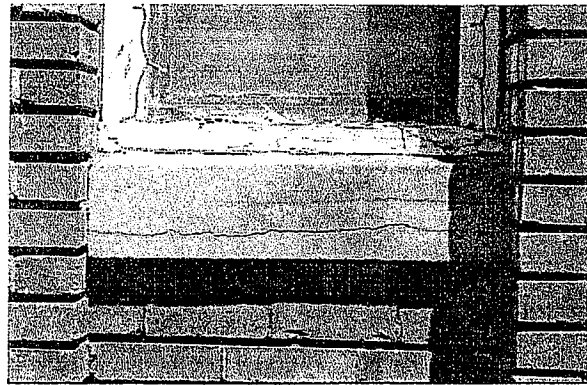
Phone

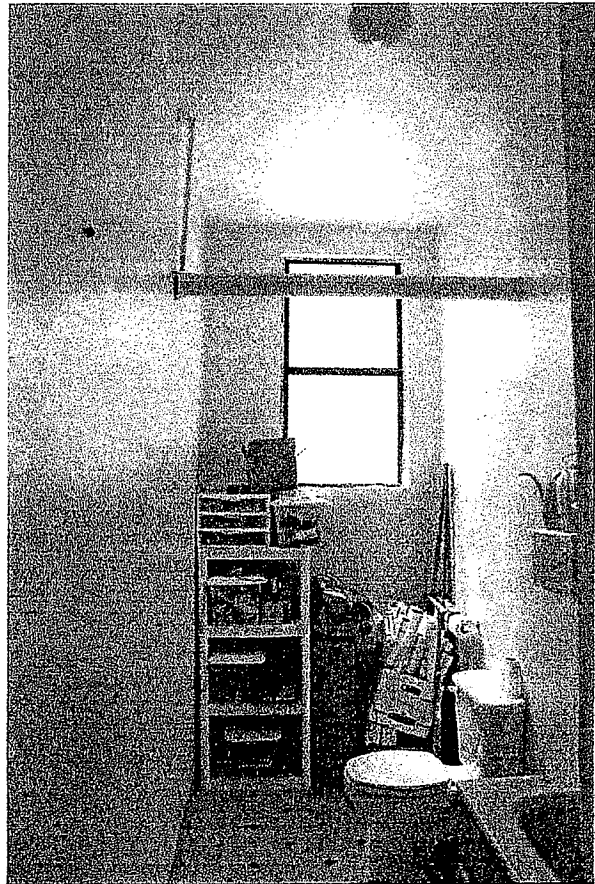
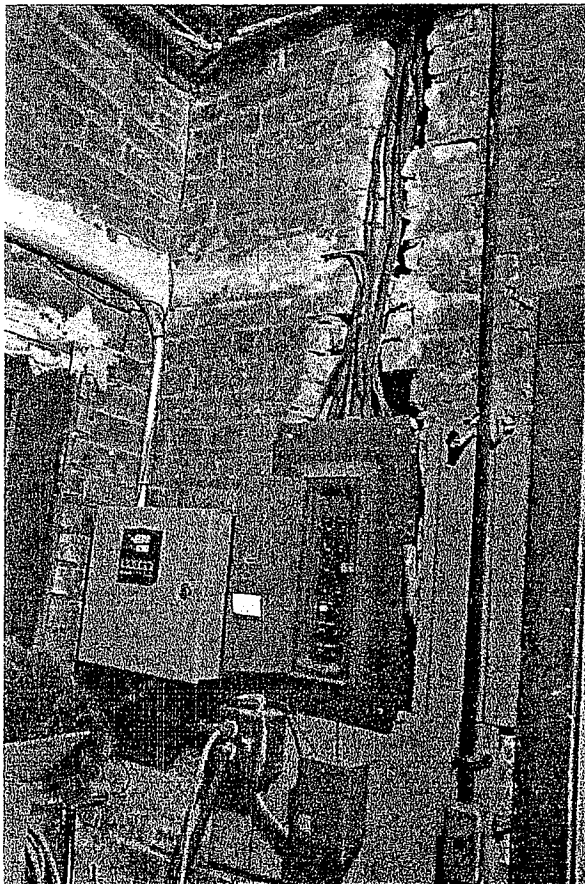
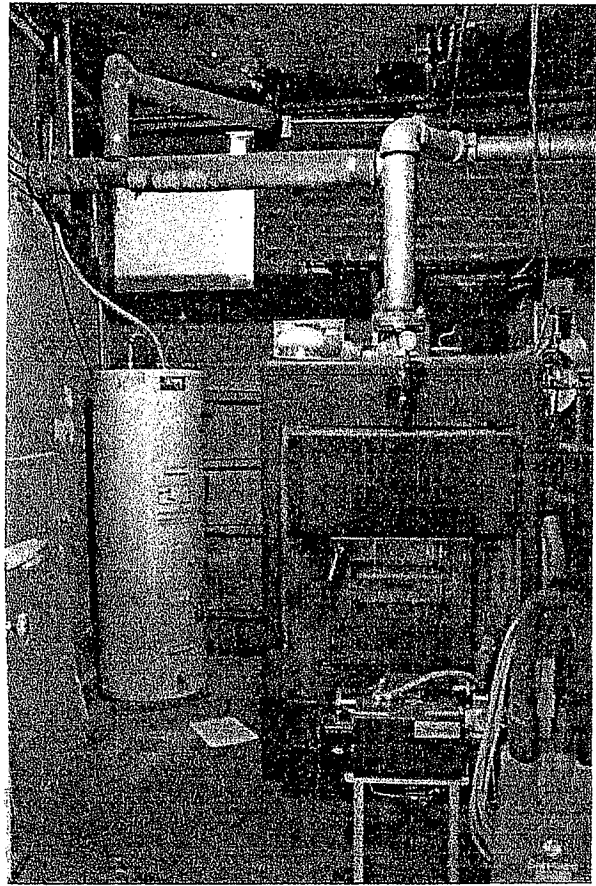
E-mail

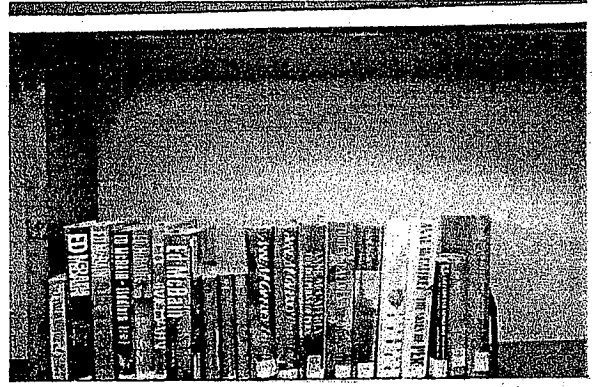
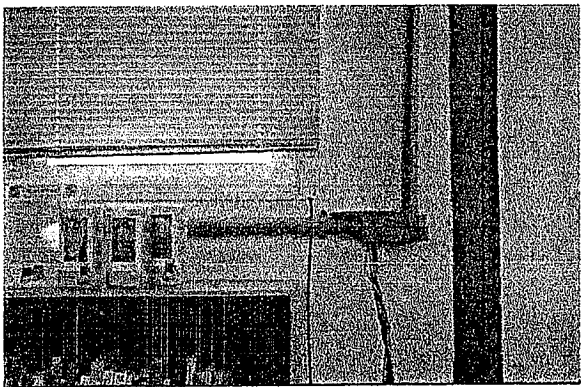
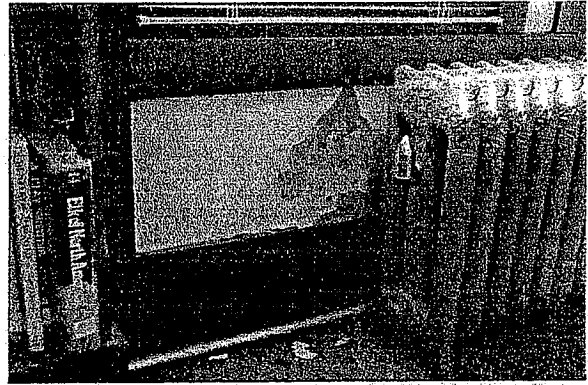
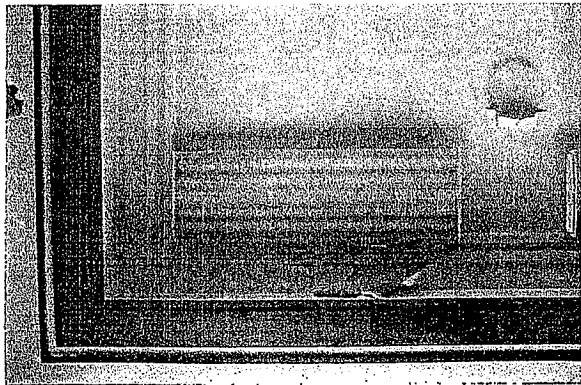
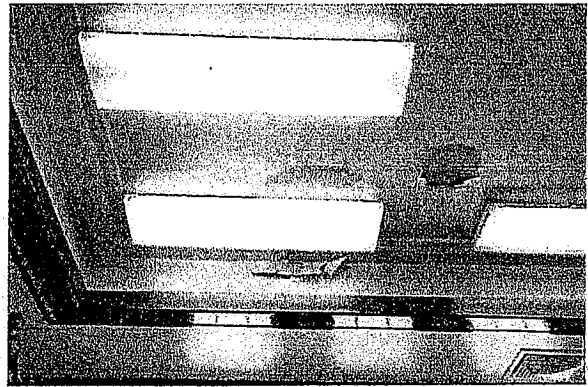
Date Submitted

PROJECT DOCUMENTATION

Inasmuch as the Library rehabilitation project is in the earliest conceptual/pre-design phase, no architect's drawings are yet available to graphically indicate what is being proposed. The photographs that follow indicate representative existing conditions that will be addressed by the project. No captions are provided; the photographs should be self-explanatory.







CONTRACT

DP-2 11/96

STATE OF UTAH

CONTRACT # 091882

1. **CONTRACTING PARTIES:** This agreement is between the State of Utah,
Utah State History, Department of Community and Culture
referred to as STATE, and

Sanpete County
(Contractor)

160 N. Main Street - P.O. Box 128
(Address)

Manti UT 84642
(City) (State) (Zip)

referred to as CONTRACTOR.

Legal Status of Contractor

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Governmental Agency

Employer ID # (EIN) 87-6000303State Vendor ID # 14612F C

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this agreement is:
to undertake local historic preservation projects under the Certified Local Government program
3. **PROCUREMENT:** This contract is entered into as the result of the procurement process on requisition
N/A-grant, FY- N/A
4. **CONTRACT PERIOD:** This contract is effective 4/1/2009 and will terminate on 7/31/2010, unless otherwise
extended or terminated in accordance with the terms and conditions of this contract.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$5,000 for costs authorized by this contract.
See Attachment C. Paragraph 5 for details.
6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A - Standard Terms & Conditions
Attachment B - Scope of Work
Attachment C - Special Provisions
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED
HERETO:**
a. All other governmental laws, regulations, or actions applicable to services provided herein.
b. N/A
8. **COMPLETE ON COST REIMBURSEMENT CONTRACTS ONLY:**
a. **AUDIT INFORMATION:** Provide the name, address and telephone number of the STATE staff person responsible
for the contract audit and review function: Debbie Dahl, Utah State History, 300 Rio Grande, Salt Lake City, UT
84101, (801) 533-3537
1. What audits and reviews are required of this contract?
Financial? Yes x No
How often? with each reimbursement request
By whom? Debbie Dahl
Program Compliance? Yes x No
How often? with each reimbursement request
By whom? Barbara Murphy

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CITY/COUNTY:

Signature, Authorized Representative

Name (Type or Print)

Title of Signer (Type or Print)

STATE:

CONTRACT REVIEWED BY
Utah State History, DirectorPROCESSED BY
DIVISION OF FINANCE

Division of Finance, Director

Division of Purchasing, Director

APR 27 2009

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** Both parties are governmental entities under the "Utah Governmental Immunity Act," Title 63, Chapter 30, Utah Code Annotated, 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
8. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993; which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes

Attachment B

Scope of Work

Sanpete County CLG Grant Project
Contract with Sanpete County
2009-2010

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. Utah State History must approve any changes to this Scope of Work.

PROPOSED BUDGET

1	Pre-Development Mt. Pleasant Carnegie Library	\$10,000	
	Total		\$10,000
	Total Project Budget*		\$10,000

*Includes grant amount and local match.

WORK DESCRIPTION

- 1 Pre-Development (\$10,000.00): The CLG will hire a licensed architect with previous experience in historic preservation to prepare a Preservation Plan for restoring the historic Mt. Pleasant Carnegie Library at the intersection of Main & State Streets. The preservation plan will identify and prioritize tasks relative to function, plumbing, mechanical and electrical systems, structural stability and accessibility; create measured drawings documenting the existing building; and provide schematic design solutions.

Project Standards: Approved procedures for selecting an architect must be followed, including obtaining at least two (preferably three) bids for expenditures exceeding \$1,000. (Above \$5,000, written, detailed competitive bids from at least three vendors are required. The CLG must consult with UTAH STATE HISTORY'S historic architect to develop of suitable scope of work for the project. The CLG must submit to UTAH STATE HISTORY copies of all contracts with the consultant(s) for professional services and all reports, drawings, etc. completed for the project. The work must meet UTAH STATE HISTORY'S "Predevelopment Standards" (Jan. 1991 version) and the Secretary of the Interior's "Standards for Rehabilitation" (1990 revised version).

ATTACHMENT C
SPECIAL PROVISIONS

091882

1. SCOPE OF WORK: See Attachment B.
2. ROLE OF STATE: STATE's role under this Contract will be to provide funding to accomplish the work described in Attachment B.
3. ROLE OF CONTRACTOR: CONTRACTOR shall have responsibility and authority to make expenditures and provide matching funds in accordance with Attachment B, Budget.
4. PROGRESS REPORTS: CONTRACTOR shall provide STATE with a mid-year and final report detailing progress in accomplishing the Project. Such reports shall be subject to approval of STATE and shall accompany any reimbursement requests submitted to STATE for payment.
5. PROJECT COSTS & REIMBURSEMENT: CONTRACTOR agrees to provide 100% of the Total Project Budget (See Attachment B) in cash and in-kind match. At least 50% of the match must be cash expenditures. STATE agrees to reimburse up to 50% of CONTRACTOR'S eligible costs, up to the grant amount, incurred in completing the work items set forth in the Scope of Work, Attachment B. Payment by the STATE is subject to the availability of Federal funds, legislative appropriation, and compliance with all project provisions.
6. NOTICE: CONTRACTOR agrees to immediately notify the STATE if during the course of this Contract a change occurs which affects the purposes of, or the ability of the parties to perform under, the terms and conditions of this Contract.
7. RELATED PARTIES: (Applies to Cost Reimbursement Contracts ONLY) The CONTRACTOR shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc., to related parties for contract expenses without the prior written consent of the STATE. Disbursement by the CONTRACTOR to related parties made without such prior approval may be disallowed on audit, and may result in an overpayment assessment. "Related Parties," for the purpose of this contract, shall mean organizations/persons related to the CONTRACTOR by any of the following: blood; marriage; one or more partners in common with the CONTRACTOR; one or more directors or officers in common with the CONTRACTOR; more than 10% common ownership, direct or indirect, with the CONTRACTOR.
 - a) RELATED PARTY TRANSACTIONS: Are any declared by CONTRACTOR? Yes [] No [X]
 - b) List "Related Parties" to whom payments are being made:

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>PURPOSE OF PAYMENT</u>
8. PRESERVATION AGREEMENT: CONTRACTOR, or owner of historic property, completing a Development Project agrees to enter into a Preservation Agreement to ensure that after the grant-assisted work is completed the property maintained a minimum of five (5) years so as to preserve the historical significance and integrity of the features, materials, appearance, workmanship and environment which made the property eligible for listing in the National Register of Historic Places. STATE agrees to provide Preservation Agreement forms that stipulate specific requirements for preserving the historic property.
9. PROJECT SIGN: CONTRACTOR completing a Development Project agrees to display a Project Sign in a prominent location at each project site while project work is in progress. The Project Sign must identify the project and Department of Interior/National Park Service and Utah State History grant support. STATE agrees to provide a Project Sign that meet minimum requirements.
10. CFDA NUMBER: 15-904

ATTACHMENT C
SPECIAL PROVISIONS

091886

1. SCOPE OF WORK: See Attachment B.
2. ROLE OF STATE: STATE's role under this Contract will be to provide funding to accomplish the work described in Attachment B.
3. ROLE OF CONTRACTOR: CONTRACTOR shall have responsibility and authority to make expenditures and provide matching funds in accordance with Attachment B, Budget.
4. PROGRESS REPORTS: CONTRACTOR shall provide STATE with a mid-year and final report detailing progress in accomplishing the Project. Such reports shall be subject to approval of STATE and shall accompany any reimbursement requests submitted to STATE for payment.
5. PROJECT COSTS & REIMBURSEMENT: CONTRACTOR agrees to provide 100% of the Total Project Budget (See Attachment B) in cash and in-kind match. At least 50% of the match must be cash expenditures. STATE agrees to reimburse up to 50% of CONTRACTOR'S eligible costs, up to the grant amount, incurred in completing the work items set forth in the Scope of Work, Attachment B. Payment by the STATE is subject to the availability of Federal funds, legislative appropriation, and compliance with all project provisions.
6. NOTICE: CONTRACTOR agrees to immediately notify the STATE if during the course of this Contract a change occurs which affects the purposes of, or the ability of the parties to perform under, the terms and conditions of this Contract.
7. RELATED PARTIES: (Applies to Cost Reimbursement Contracts ONLY) The CONTRACTOR shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc., to related parties for contract expenses without the prior written consent of the STATE. Disbursement by the CONTRACTOR to related parties made without such prior approval may be disallowed on audit, and may result in an overpayment assessment. "Related Parties," for the purpose of this contract, shall mean organizations/persons related to the CONTRACTOR by any of the following: blood; marriage; one or more partners in common with the CONTRACTOR; one or more directors or officers in common with the CONTRACTOR; more than 10% common ownership, direct or indirect, with the CONTRACTOR.

a) RELATED PARTY TRANSACTIONS: Are any declared by CONTRACTOR? Yes [] No [X]

b) List "Related Parties" to whom payments are being made:

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>PURPOSE OF PAYMENT</u>
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8. PRESERVATION AGREEMENT: CONTRACTOR, or owner of historic property, completing a Development Project agrees to enter into a Preservation Agreement to ensure that after the grant-assisted work is completed the property will be maintained a minimum of five (5) years so as to preserve the historical significance and integrity of the features, materials, appearance, workmanship and environment which made the property eligible for listing in the National Register of Historic Places. STATE agrees to provide Preservation Agreement forms that stipulate specific requirements for preserving the historic property.
9. PROJECT SIGN: CONTRACTOR completing a Development Project agrees to a display a Project Sign in a prominent location at each project site while project work is in progress. The Project Sign must identify the project and Department of Interior/National Park Service and Utah State History grant support. STATE agrees to provide a Project Sign that meet minimum requirements.
10. CFDA NUMBER: 15-904

in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales

Attachment B

Scope of Work

Mt. Pleasant CLG Grant Project
Contract with Mt. Pleasant City Corporation
2009-2010

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. Utah State History must approve any changes to this Scope of Work.

PROPOSED BUDGET

1. National Register Nominations Professional Consultant Fees	\$10,000
Total	<u>\$10,000</u>
Total Project Budget*	\$10,000

* Includes grant amount and local match.

WORK DESCRIPTION

1. National Register Nominations (\$10,000.00): A professional consultant will be hired to prepare National Register nominations for 7-8 buildings within the boundaries of the CLG. The CLG will also complete a Multiple Property Submission (MPS) to the National Register of Historic Places.

Project Standards: Prior to starting the project, check the State Historic Preservation Office (SHPO) files to see if any information exists.

The CLG must submit to UTAH STATE HISTORY completed National Register documentation for the individual buildings. The documentation must comply with the Division's "Procedures and Checklist for National Register Nominations" (Sept. 1992 version) and must meet the requirements set forth in "National Register Bulletin #16A" (1991 version) and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology (Federal Register, Vol. 48, No. 190, Sept. 29, 1983). Two copies of all materials should be generated: one for the CLG to keep in its permanent files and one for UTAH STATE HISTORY.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** Both parties are governmental entities under the "Utah Governmental Immunity Act," Title 63, Chapter 30, Utah Code Annotated, 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
8. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes

CONTRACT

DP-2 11/96

STATE OF UTAH

CONTRACT # 091886

1. **CONTRACTING PARTIES:** This agreement is between the State of Utah,
Utah State History, Department of Community and Culture
referred to as STATE, and

Mt. Pleasant City Corporation

(Contractor)

115 West Main

(Address)

Mt. PleasantUT84647-1329

(City)

(State)

(Zip)

referred to as CONTRACTOR.

Legal Status of Contractor

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Governmental Agency

Employer ID # (EIN) 87-6000253State Vendor ID # 49912I

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this agreement is:
to undertake local historic preservation projects under the Certified Local Government program
3. **PROCUREMENT:** This contract is entered into as the result of the procurement process on requisition
N/A-grant, FY- N/A.
4. **CONTRACT PERIOD:** This contract is effective 4/1/2009 and will terminate on 7/31/2010, unless otherwise
extended or terminated in accordance with the terms and conditions of this contract.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$5,000 for costs authorized by this contract.
See Attachment C. Paragraph 5 for details.
6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A - Standard Terms & Conditions
Attachment B - Scope of Work
Attachment C - Special Provisions
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED
HERETO:**
a. All other governmental laws, regulations, or actions applicable to services provided herein.
b. N/A
8. **COMPLETE ON COST REIMBURSEMENT CONTRACTS ONLY:**
a. **AUDIT INFORMATION:** Provide the name, address and telephone number of the STATE staff person responsible
for the contract audit and review function: Debbie Dahl, Utah State History, 300 Rio Grande, Salt Lake City, UT
84101, (801) 533-3537
1. What audits and reviews are required of this contract?
Financial? Yes x No Program Compliance? Yes x No
How often? with each reimbursement request How often? with each reimbursement request
By whom? Debbie Dahl By whom? Barbara Murphy

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CITY/COUNTY:

Signature, Authorized Representative

Name (Type or Print)

Title of Signer (Type or Print)

STATE:

Utah State History, Director

CONTRACT RECEIVED

PROCESSED BY

DIVISION OF FINANCE

Division of Finance, Director

APR 27 2009

Division of Purchasing, Director



State of Utah

GARY R. HERBERT
Governor

Department of Community and Culture

PALMER DePAULIS
Executive Director

State History

PHILIP F. NOTARIANNI
Division Director

September 9, 2009

Mr. Monte Bona
Mt. Pleasant CLG
115 W. Main Street
Mt. Pleasant, UT 84647

Dear Mr. Bona:

I am very pleased to inform you that your Certified Local Government (CLG) has been awarded a 2009 supplemental grant in the amount of \$9,900 for the 2009-2010 grant period. Congratulations! We are pleased to support the projects you have outlined in your grant application and to partner with you in helping preserve Utah's cultural resources and history.

In order to implement the grant, we must prepare a contract between Utah State History and your CLG with an acceptable work plan and budget developed by our staff. Don Hartley is your staff advisor. We will be sending you contracts for your review and signature within the next few weeks. If you have questions about the grant or contract, please contact Debbie Dahl at ddahl@utah.gov or (801) 533-3537.

Sincerely,

Wilson G. Martin
State Historic Preservation Officer

N.S. nice try. For two

75,000 Eccles
50,000 Runtz Dev
10,000 Supplement
10,000 CLG
10,000 CLG

155,000
5,000 Library
160,000

UTAH STATE
HISTORY

UTAH STATE HISTORICAL SOCIETY
ANTIQUITIES
HISTORIC PRESERVATION
RESEARCH CENTER & COLLECTIONS



State of Utah

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

Department of Community and Culture

PALMER DePAULIS
Executive Director

State History

PHILIP F. NOTARIANNI
Division Director

March 18, 2009

Mr. Monte Bona
Sanpete County CLG
115 W. Main Street
Mt. Pleasant, UT 84647

Dear Mr. Bona:

I am very pleased to inform you that your organization has been awarded a grant in the amount of \$5,000 for the 2009-2010 grant period. Congratulations! We are pleased to support the projects you have outlined in your grant application and to partner with you in helping preserve Utah's cultural resources and history.

In order to implement the grant, we must prepare a contract between Utah State History and your organization with an acceptable work plan and budget developed by our staff. Don Hartley is your staff advisor. We will be sending you contracts for your review and signature within the next few weeks. If you have questions about the grant or contract, please contact Debbie Dahl at ddahl@utah.gov or (801) 533-3537.

Sincerely,

Philip F. Notarianni
Director

UTAH STATE
HISTORY

UTAH STATE HISTORICAL SOCIETY
ANTIQUITIES
HISTORIC PRESERVATION
RESEARCH CENTER & COLLECTIONS

300 S. RIO GRANDE STREET, SALT LAKE CITY, UT 84101-1182 • TELEPHONE 801 533-3500 • FACSIMILE 801 533-3503 • HISTORY.UTAH.GOV



United States Department of Agriculture
Rural Development
Salt Lake City, Utah

August 13, 2009

Mt. Pleasant City
Attn: Monte Bona
115 West Main
Mt. Pleasant, UT 84647

Dear Monte Bona:

This is to inform you that your USDA - Rural Development grant request for \$50,000 has been approved and funds obligated in our finance office as of August 13, 2009.

A copy of RD Form 1940-1, "Request for Obligation of Funds" is attached for your records.

If you have any questions, please do not hesitate to contact Jason Justesen, Loan Specialist in our Manti office at 435-835-4111 ext. 19.

Sincerely,


JAMES BULKELEY
Acting State Director

Enclosure

cc: Debbie Cook, Area Director
Jason Justesen, Area Specialist

Wallace F. Bennett Federal Bldg. 125 South State Street, Room 4311 Salt Lake City, UT 84138, (801) 524-4330, Fax (801) 524-4406

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

GEORGE S. AND DOLORES DORÉ ECCLES F O U N D A T I O N

Directors:

SPENCER F. ECCLES
CEO & Chairman
of the Board

LISA ECCLES
President

ROBERT M. GRAHAM
Secretary, Gen. Counsel
& Treasurer

October 13, 2008

Chesley Christensen, Mayor
Mt. Pleasant City
24 East Main Street
Mt. Pleasant, Utah 84647

Dear Mayor Christensen:

It is a pleasure to advise you that the directors of the George S. and Dolores Doré Eccles Foundation approved a *last dollar* grant of \$75,000 to Mt. Pleasant City at our meeting on October 8, 2008. This grant is designated to assist in renovating and updating your historic, 1917 Mt. Pleasant City Library located in northern Sanpete County, Utah.

To qualify for our *last dollar* grant, the requirements are as follows:

- We require that you raise the remaining \$121,084 needed to complete the project through gifts/grants from other public and private sources. This may include actual funds received as well as firm (written) pledges.
- The deadline to raise the required funds is October 31, 2009.
- This grant requirement is based on your \$196,084 total project budget, as presented in your grant request. If your budget projections change (increase or decrease), please inform us immediately as it may affect our *last dollar* grant commitment to you.
- When you have succeeded in raising the required funds to qualify for our *last dollar* grant, please submit an updated report (form attached) on the project, including a complete donor list and amounts contributed. We will then issue our check to you.

We are pleased to be able to support your plans to refurbish and enhance this historic Carnegie Library in Mt. Pleasant, enabling it not only to better serve the citizens of the area, but also to remain an important historic landmark throughout the future. We hope the *last dollar* aspect of our gift will be helpful to you in securing additional gifts for the project from other individuals, companies, and foundations.

Please indicate your understanding, acknowledgment and acceptance of the terms and conditions of this grant by signing and returning a copy of this letter.

Mayor Chesley Peterson
October 10, 2008
Page 2

If you have questions regarding the grant requirements, please do not hesitate to call for clarification. We look forward to hearing of your progress in the coming months, and extend our best wishes for success.

Sincerely,

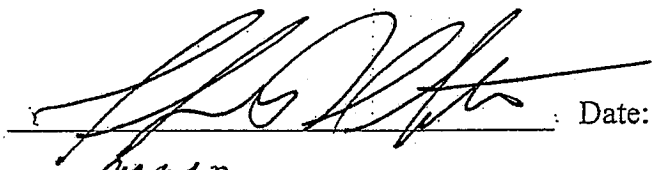


Lisa Eccles
President

LE/rkb/tl

c: Monte Bona

Please sign here:



Date: 25 NOV 08

Title:

Mayor

GREG OGDEN, CPA
1761 EAST 850 SOUTH
SPRINGVILLE, UT 84663
(801)489-8408

MEMBER OF THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

September 11, 2008

Honorable Mayor
Members of the City Council
Mt. Pleasant City, Utah

Council Members:

I have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Mt. Pleasant City, Utah (City) as of and for the year ended June 30, 2008, which collectively comprise the City's basic financial statements, as listed in the table of contents. These financial statements are the responsibility of the City's management. My responsibility is to express opinions on these financial statements based on my audit.

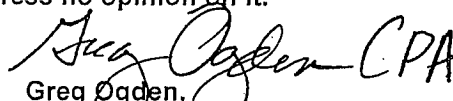
I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinions.

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, of the City as of June 30, 2008, and the respective changes in financial position and cash flows, where applicable thereof, and the budgetary comparison for the general fund and the major special revenue fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, I have also issued a report dated September 11, 2008 on my consideration of Mt. Pleasant City, Utah's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of my audit.

The management's discussion and analysis is not a required part of the basic financial statements, but is supplementary information required by the accounting principles generally accepted in the United State of America. I have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, I did not audit the information and express no opinion on it.

My audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Mt. Pleasant City's basic financial statements. The combining nonmajor fund statements and the schedule of impact fees listed in the accompanying table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combined nonmajor fund statements have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in my opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole. The schedule of impact fees has not been subjected to the auditing procedures, applied in the audit of the basic financial statements and, accordingly, I express no opinion on it.


Greg Ogden,
Certified Public Accountant

Mt. Pleasant City Library Board of Directors

Chair: Charlene Palmer

Shirley Slack

Susan Fullmer

Allison Anderson

Colleen Oltrogge: City Council Representative

Secretary: Vicki Richmond

Mt Pleasant City/Library organizational chart

